

DIGITAL SUB-CHANNEL LEASE AGREEMENT

This **DIGITAL SUB-CHANNEL LEASE AGREEMENT** ("Agreement") is made and entered into as of February 7, 2020, by and between Gray Media Group, Inc., a Delaware corporation ("Broadcaster"), and TCT Ministries, Inc., an Illinois not-for-profit corporation ("Programmer").

WHEREAS, Broadcaster and Programmer are parties to that certain Asset Purchase Agreement, dated as of February 7, 2020 (the "Purchase Agreement"), pursuant to which, among other things, the license issued by the Federal Communications Commission (the "FCC") for the low power television station, WLNМ-LD (Facility ID. 67779) located in Lansing, Michigan (the "Station") was assigned by Tri-State Christian TV, Inc. to Broadcaster;

WHEREAS, prior to closing of the transactions contemplated in the Purchase Agreement, Programmer broadcast TCT Network religious and inspirational programs ("Programming") over the Station and Programmer desires to continue to broadcast the Programming over the Station; and

WHEREAS, Broadcaster has agreed to make available to Programmer airtime on a digital subchannel of the Station (the "Multicast Channel") for the broadcast of the Programming on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Agreement Term.** This Agreement shall commence on the closing date of the above referenced asset purchase agreement and license assignment involving WLNМ-LD by and between Gray Media Group, Inc. and Tri-State Christian TV, Inc. (the "Commencement Date") and continue until the fifth (5th) anniversary of the Commencement Date (the "Term").

2. **Programming.**

2.1 **Programming.** The Programming shall be substantially similar in terms of content, quality, and quantity to the programming transmitted by Programmer on the Station prior to the date hereof, and Programmer shall maintain the format of the Programming throughout the Term.

2.2 **Advertising.** Programmer will have the right to sell all of the commercial time in the Programming and to retain all revenue derived therefrom. (For the avoidance of doubt, such commercial time shall be deemed to be Programming for purposes of this Agreement.) Programmer shall not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated, and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising, and, if requested by Broadcaster, shall provide written confirmation of compliance

with such requirement to Broadcaster. Programmer shall maintain internal policies for demonstrating compliance with the FCC's nondiscrimination policies.

2.3 Delivery of Programming to Broadcaster. During the Term, Programmer shall deliver or transmit, at its own cost, the Programming to the Station via (a) satellite signal; (b) over the air broadcast signal (WAQP-TV, Saginaw, Michigan); or (c) other delivery method with materially similar quality. In the event that Broadcaster notifies Programmer of any signal delivery or quality problems that are within Programmer's reasonable control, Programmer shall promptly remedy such problems. Broadcaster shall have no liability for any loss, damage, or theft of any Programmer-owned equipment ("Programmer Equipment").

2.4 Broadcasting Obligations. Programmer grants Broadcaster the right to exhibit, broadcast, and distribute the Programming on the Multicast Channel. Subject to Programmer's compliance with the terms and conditions of this Agreement, commencing on the Commencement Date, Broadcaster shall broadcast the Programming on the Multicast Channel (a) in "standard definition" format consistent with ATSC technical and quality standards (the "Broadcasting Standard") for up to twenty-four (24) hours per day, seven (7) days per week (the "Broadcasting Period") during the Term, subject to Section 4 below and (b) without material degradation of the signal received from Programmer except to the extent necessary to broadcast consistent with the Broadcasting Standard. Broadcaster agrees to allocate up to two megabits per second (2 mb/s) of the Station's signal for carriage of the Programming; however, if Broadcaster adopts or acquires advancements in broadcast technology to further compress the signal, including, by way of example, statistical multiplexing, Broadcaster may broadcast the Programming with a data rate less than such minimum megabits per second as long as there is no material degradation in the Programming. Broadcaster shall retain the right to change or switch the Multicast Channel location of the Station on which the Programming is broadcast in Broadcaster's sole and absolute discretion (e.g., switching from 27.2 to 27.3 or 27.4). Broadcaster shall not be obligated to transmit as part of the Multicast Channel any material other than the principal audio and video components of the Programming and any Programming-related materials required by law. Broadcaster shall have no obligation to seek carriage of the Programming or enter into any agreement with any cable, satellite, or other multichannel video programming distributor for the retransmission of the Programming.

3. Payments.

3.1 Program Fee. During the Term, Programmer shall not owe Broadcaster any programming fees.

3.2 Expenses. Programmer shall be responsible for (a) all costs associated with the acquisition and clearance of the Programming; (b) the salaries, taxes, insurance, and related costs for all personnel employed by Programmer; and (c) all expenses incurred in the origination and/or delivery of the Programming to the Station's master control.

4. Operation, Ownership, and Control of the Station.

4.1 General. Notwithstanding anything to the contrary in this Agreement, Broadcaster shall retain full authority, power, and control over the operation of the Station and

the policies, programming, and operations of the Station. Programmer shall comply with Station policies provided in writing to Programmer. Programmer shall assist and cooperate with Broadcaster in complying with its regulatory obligations, including its compliance with the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC (collectively, "FCC Rules").

4.2 Preemption/Substitution. Nothing contained herein shall prevent Broadcaster from (a) rejecting or refusing any Programming or portion thereof (including commercial advertising) that Broadcaster believes to be indecent, unsatisfactory or unsuitable, or contrary to the public interest; (b) substituting any or all Programming or portion thereof (including commercial advertising) with programming that Broadcaster believes to be of greater local or national importance or that is designed to address the problems, needs, and interests of the local community; or (c) preempting any Programming in the event of a local, state, or national emergency. Furthermore, Broadcaster reserves the right to refuse to broadcast any Programming or portion thereof that (i) violates a substantive legal right of any third party, (ii) does not meet the requirements of FCC Rules, or (iii) does not comply with this Agreement. Broadcaster shall have the right to alter, modify, or insert material into the Programming to comply with applicable laws, including FCC Rules (e.g., station identification announcements and emergency alert service announcements). Broadcaster expressly agrees that its right of preemption and substitution of Programming as set forth in this Section 4.2 shall not be exercised in an arbitrary manner or for the commercial advantage of Broadcaster.

4.3 Maintenance; Upgrades; Relocations. Programmer acknowledges that Broadcaster's obligations under Section 2.4 shall be suspended during downtime occasioned by (a) maintenance, repair, removal, installation, or other work upon Broadcaster's facilities or equipment reasonably necessary to comply with FCC Rules or other applicable laws; (b) technology or equipment upgrades or improvements; or (c) the relocation of the Station, any tower for any Station, or any transmission facility. In addition, Broadcaster shall have the right to cease broadcast operations of the Station at any time for any reason. If the Station goes dark or silent (such dark or silent period, the "Dark Period"), then the Term shall be extended by the length of the Dark Period (unless the Agreement is terminated during the Dark Period in accordance with Section 8).

5. Additional Programming Requirements.

5.1 General Commitments. Programmer shall (a) obtain all necessary programming rights, clearances, and authorizations required by applicable law to deliver the Programming to Broadcaster and to permit Broadcaster to broadcast and transmit, and authorize third parties to retransmit, the Programming under the terms of this Agreement and (b) ensure all content, programming, and materials provided by Programmer hereunder (including the Programming and the Programmer Marks) complies with all applicable federal, state, and local laws and regulations (including FCC Rules), is not defamatory, and does not violate or infringe any patent, copyright, trademark, trade secret, right of privacy or publicity, or any other rights of any third parties. Programmer agrees to consult with Broadcaster about the Programming it provides for broadcast on the Multicast Channel to ensure that the content of the Programming contains matters responsive to issues of public concern in the local community served by the

Multicast Channel. For the avoidance of doubt, the other provisions of Section 5 do not limit Programmer's obligations under this Section 5.1.

5.2 Music. Programmer shall maintain the requisite music licenses for all Programming; provided, however, in the event that Broadcaster is required by the licensor of certain music licenses to obtain in its name any music licenses, (a) such music license fees shall be paid in advance by Programmer prior to the airing of any such Programming for which the music licenses are required and (b) Programmer shall not deliver any Programming to Broadcaster until all required music licenses are obtained.

5.3 Station Identification. Programmer shall ensure that station identification announcements are included in the Programming (including at the beginning of each hour of the Programming) in a form and manner that satisfies station identification requirements under FCC Rules.

5.4 Political Time. Programmer shall cooperate with Broadcaster as Broadcaster complies with its political broadcast responsibilities. When requested by Broadcaster, Programmer promptly shall provide information to Broadcaster as may be necessary for Broadcaster to comply with the political time record keeping and lowest unit charge requirements under FCC Rules. Programmer shall release advertising availabilities to Broadcaster during the Broadcasting Period as necessary to permit Broadcaster to comply with the political broadcast rules of the FCC; provided, however, revenues received by Broadcaster as a result of any such release of advertising time shall be remitted to Programmer.

5.5 Closed Captions. Programmer shall ensure that the Programming includes closed-captioning and/or video description as may be required by applicable law, including FCC Rules (subject to applicable exceptions, exemptions, or waivers of such FCC Rules).

5.6 "Payola" and "Plugola". Programmer shall take all steps, including the periodic execution of affidavits, to ensure that neither it nor its employees or agents will accept any gift, gratuity, or other consideration, directly or indirectly, from any person or company for including any material or content in the Programming unless such is fully disclosed in accordance with the FCC Rule's disclosure requirements. It is further understood and agreed that no commercial message, plugs, or undue reference shall be made in the Programming to any business venture, profit-making activity, or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) without such broadcast being announced as sponsored. Programmer shall include an announcement at the beginning of each segment of the Programming to indicate that broadcast time has been purchased by Programmer and any other announcements and disclosures required by FCC Rules.

5.7 Public Inspection File. Programmer shall immediately provide Broadcaster with (a) notice and a copy of any letters, emails, or other written communication that Programmer receives concerning the Programming and (b) any other information or documentation that Broadcaster requests for placement in the Station's public inspection file. In addition, Programmer shall provide Broadcaster with CALM Act certifications in accordance

with FCC Rules. The parties agree that Broadcaster may file a copy of this Agreement with the FCC and may place a copy in the Station's public inspection file.

6. Programmer Marks. Programmer grants to Broadcaster a limited, non-exclusive license to use the logos, trademarks, graphics, or other indicia of identity of Programmer (collectively, "Programmer Marks") in connection with its performance under this Agreement. Broadcaster's use of Programmer Marks shall be subject to any trademark guidelines provided in writing to Broadcaster.

7. Insurance. Throughout the Term and for a period of two (2) years thereafter, Programmer shall maintain insurance in such amounts and with such deductibles and limits of liability as are customary in the television industry, including, at a minimum, (a) media or broadcasters' liability insurance with respect to the Programming and Programmer's performance hereunder covering defamation, libel, slander, copyright infringement, and violation of publicity or privacy rights and (b) workers compensation, commercial general liability, and professional liability errors and omission insurance with a minimum limit of no less than two million dollars (\$2,000,000) each claim. Such insurance (i) will be placed with insurance carriers with A.M. Best ratings of no less than A-VII and (ii) name Broadcaster as an additional insured party. Programmer shall deliver a certificate of such insurance to Broadcaster within the first fifteen (15) days of the Term. The minimum limits of required insurance shall in no event limit the liability or indemnification obligations of Programmer under this Agreement.

8. Termination.

8.1 Termination Rights. This Agreement may be terminated by a party in the event of any material breach by the other party of any representation, warranty, or covenant of this Agreement, or the failure of the other party to perform any obligation contained in this Agreement in any material respect, that is not cured within thirty (30) days after detailed written notice of the breach or failure is provided by the non-defaulting party ("Event of Default"), provided that said cure period shall be three (3) days with regard to Programmer's payment obligations, if any. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement, effective immediately, upon written notice to the defaulting party, and seek all appropriate legal and equitable remedies in a court of competent jurisdiction.

8.2 Additional Termination Rights. In addition, notwithstanding anything to the contrary in this Agreement, Broadcaster may terminate this Agreement with thirty (30) days' prior written notice to Programmer if (a) Broadcaster (i) contributes the Station to an FCC spectrum auction, and (ii) is required by the FCC to surrender spectrum rights, (b) Broadcaster otherwise, for any reason, permanently ceases the Station's over-the-air broadcast operations, (c) a force majeure event (as described in Section 11.2) has affected Broadcaster's ability to perform under this Agreement and such non-performance continues for thirty (30) days or (d) there has been a change in FCC Rules or case law precedent that would cause this Agreement or any material provision thereof to be in violation thereof and such change is not the subject of an appeal or further administrative review.

8.3 Requirements Upon Termination. At the expiration or termination of this Agreement, Programmer shall promptly remove any Programmer Equipment from the Station's facilities.

9. **Representations and Warranties.** Programmer and Broadcaster each represent and warrant to the other that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder. Programmer further represents and warrants it holds all necessary rights and licenses in and to the Programming and such rights and licenses are sufficient to permit transmission and distribution of the Programming under the terms hereof without infringing the copyright or other rights of any third party.

10. **Indemnification.**

10.1 Indemnification Obligations. Each party will indemnify, defend, and hold harmless the other party and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any loss, damage, liability, expenses, and costs (including amounts paid in settlement and reasonable attorneys' fees) ("Losses") incurred in connection with claims, actions, demands, suits, or proceedings ("Claims") made or brought against the other party by a third party caused by or arising out of (a) any breach or alleged breach of this Agreement by such party; (b) any violation of law by such party; or (c) the negligence or willful misconduct of such party. In addition, without limiting the foregoing, Programmer will indemnify, defend, and hold harmless Broadcaster and its affiliates, and its and their officers, directors, employees, agents, successors, and assigns, from and against any and all Losses incurred in connection with Claims arising out of or in connection with the Programming, the Programmer Marks, or the Programmer Equipment, including (i) any and all liability for defamation, libel, slander, intellectual property infringement, or violation of publicity or privacy rights and (ii) any liability, forfeitures, fines, or expenses incurred as a result of a claim that the broadcast of the Programming violates any FCC Rules. In addition, without limiting the foregoing, Broadcaster will indemnify and hold harmless Programmer in regard to Broadcaster's failure, unwillingness or inability to continuously broadcast the Programming in accordance with the ATSC technical and quality standards noted in Section 2.4, including, but not limited to the cost of arranging substitute signal carriage of the Programming on another like low power broadcast television station in the Lansing market for the remainder of the Term of this agreement.

10.2 Process. A party claiming indemnification hereunder shall promptly notify the other party of any claim to which such party's indemnification obligations apply and shall cooperate fully in the defense thereof (at the expense of the indemnifying party). Notwithstanding the foregoing, the failure of a party to give prompt notice shall not affect the indemnified party's rights to indemnification, except (and then only to the extent) that the indemnifying party's ability to provide indemnification is impeded or frustrated or losses would have been avoided by prompt notice. The indemnified party shall have the right to participate at its own expense in the defense of an indemnified claim. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

11. General Terms.

11.1 Relationship of the Parties. The parties are independent contractors and nothing contained in this Agreement shall create any partnership, joint venture, fiduciary, or agency relationship between Broadcaster and Programmer. Neither party shall be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

11.2 Force Majeure. Notwithstanding anything contained in this Agreement, if total or partial performance of this Agreement is delayed or rendered impossible for either party by virtue of circumstances reasonably beyond its control (including war, invasion, act of foreign enemy, civil war, strikes, lockouts or other industrial disputes or actions, fire, flood, epidemic, earthquake, explosion, decision of any court or other judicial body of competent jurisdiction, failure or non-availability of uplink or downlink satellite signals or terrestrial facilities, acts of God, or acts of governments or other prevailing authorities), then such non-performance shall not be deemed to constitute a breach of this Agreement during the existence of such conditions, provided that the party affected by such event promptly resumes performance as soon as practicable after the event has abated.

11.3 Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Notwithstanding the foregoing, Programmer may not assign its rights or obligations under this Agreement, in whole or in part, without prior written consent of Broadcaster.

11.4 No Third Party Beneficiaries. The covenants, conditions, and provisions hereof are and shall be for the exclusive benefit of the parties hereto (and their successors and permitted assigns), and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto (and their successors and permitted assigns) any right, remedy or claim, legal, or equitable, under or by reason of this Agreement.

11.5 Cumulative Remedies. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies that a party may otherwise have.

11.6 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11.7 Certain Interpretive Matters. Unless the context otherwise requires: (a) all references to Sections, Schedules, or Exhibits are to Sections, Schedules, or Exhibits of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with generally accepted accounting principles as in effect on the date hereof; (d) "or" is disjunctive but not necessarily exclusive; (e) words in the singular include the plural and vice versa; (f) the words "include", "includes", or "including" are deemed to be followed by

the words "without limitation"; and (g) all references to "\$" or dollar amounts will be to the lawful currency of the United States of America.

11.8 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof. With respect to any suit, action, or proceedings relating to or arising out of this Agreement ("Proceedings"), each party irrevocably: (a) submits to the exclusive jurisdiction of the Courts of the State of Michigan and (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

11.9 Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.10 Notices. Any notice, demand, or other communications required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly delivered and received (a) if delivered in person, on the date of personal delivery; (b) if mailed, five (5) Business Days after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested; or (c) if sent by an overnight delivery service for next morning delivery, on the day after provision to a nationally recognized overnight courier service. (For the purposes of this section, the term "Business Days" means any day other than a Saturday, Sunday, or other day on which commercial banks in the State of New York are authorized or required by law or executive order to close.) The notice, demand, or request shall be addressed to the following addresses (or to such other address as a party may request by notifying the other party in writing):

To Broadcaster:

Gray Media Group, Inc.
Attn: Vice President, Distribution & Government Relations
4370 Peachtree Road NE
Atlanta, GA 30319
Email: robert.folliard@gray.tv

To Programmer:

TCT Ministries, Inc.
Attn: Legal Counsel
11717 Route 37 – P.O. Box 1010
Marion, IL 62959
Email: mjd@tct.tv

11.11 Rules of Construction. The general rule of construction for interpreting a contract, which provides that the provisions of a contract should be construed against the party preparing the contract, is waived by the parties hereto. Each party acknowledges that such party was represented by separate legal counsel in this matter who participated in the preparation of this Agreement or such party had the opportunity to retain counsel to participate in the preparation of this Agreement but elected not to do so.

11.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

11.13 Amendment. Any amendment, supplement, or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party hereto from the terms of any provision of this Agreement, shall be effective (a) only if it is made or given in writing and signed by both parties and (b) only in the specific instance and for the specific purpose for which made or given.

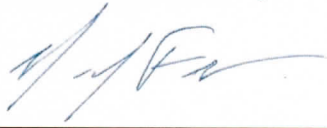
11.14 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein.

11.15 Severability. If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable. No invalidity or unenforceability shall affect any other portion of this Agreement.

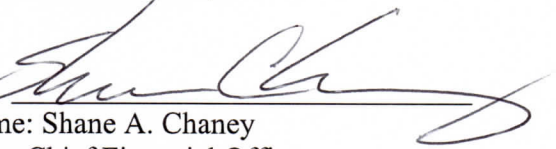
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has duly executed this Programming Agreement as of the date first above written.

GRAY MEDIA GROUP, INC.

By: 
Name: Robert J. Folliard, III
Title: Vice President, Distribution & Government Relations

TCT MINISTRIES, INC.

By: 
Name: Shane A. Chaney
Title: Chief Financial Officer

[Signature Page to the Programming Agreement]